

CAUSE NO. _____

§

PLAINTIFF(S)

§

JUSTICE COURT - EVICTION

vs.

§

JUSTICE OF THE PEACE

§

PRECINCT 4, PLACE 1

DEFENDANT(S)

§

BRAZORIA COUNTY, TEXAS

PETITION

1. COMPLAINT: Now comes the Plaintiff, _____, and makes complaint against the Defendant for eviction from his land and premises and alleges the following: That by virtue of rental agreement by and between Plaintiff and Defendant, the Defendant entered into and upon and took possession of the following described premises situated in said **Precinct 4, Brazoria County, Texas**.

2. ADDRESS OF PROPERTY: _____ City, State, Zip Code
Check one: ☐ Apt ☐ House ☐ Mobile Home & Lot ☐ Lot Rental Only

3. DEFENDANT(S) INFORMATION (if known): Date of Birth: _____ Phone Number: _____
Last 3 Numbers of Driver's License: _____ Last 3 Numbers of Social Security: _____

4. GROUNDS FOR EVICTION: (check one) Plaintiff entered into an oral/written agreement with the Defendant for occupancy of the leased premises. The Defendant has violated the terms of the agreement by:

- ☐ **Unpaid Rent.** Defendant(s) failed to pay rent for the following time period(s): _____
☐ I verify that this property is not subject to moratorium on evictions as defined by Section 4024 (a)(1) of the CARES Act.
☐ Plaintiff certifies that the Defendant(s) name in this suit: ☐ **have** ☐ **have NOT** made a declaration under the CDC Federal Eviction Moratorium Order that the Defendant(s) is/are covered person(s)
☐ **Other Lease Violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: _____
☐ **Holdover.** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or renewal of extension period, which was the _____ day of _____, 20_____.

5. NOTICE TO VACATE: Plaintiff delivered to Defendant(s) a notice to vacate in accordance with the applicable notice requirements of the Texas Property Code. Notice to vacate was delivered on the _____ day of _____, 20_____ by the following method: (check one or more as applicable) ☐ personal delivery to Defendant(s), ☐ personal delivery to any person residing at the premises who is 16 years of age or older, ☐ affixing the notice to the inside of the main entry door of the premises, ☐ regular mail, ☐ registered mail or ☐ certified mailed return receipt requested, to the premises; or other method of delivery authorized under Section 24.005, Texas Property Code.

7. SUIT FOR RENT: In addition to possession of the premises, Plaintiff (check one) ☐ does ☐ does not seek a judgment for rent. The amount of rent claimed as due and unpaid at the time of filing is \$_____, plus rent in the amount of \$_____ per day as may accrue between the date of filing this petition and surrender of premises. Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing through the date of trial.

8. RENT AMOUNT: Rent in the amount of \$_____ is due on a _____ ☐ Monthly ☐ Yearly basis. The Defendants rent (check one) ☐ is not subsidized by the government ☐ is subsidized by the government as follows: \$_____ paid by the government, and \$_____ paid by the Defendant(s).

9. ATTORNEY FEES: Plaintiff ☐ will be or ☐ will not be seeking applicable attorney's fees.

10. SERVICE OF CITATION: All other home or work addresses in Brazoria County, known by Plaintiff, where the Defendant(s) may be alternatively served are: _____

11. RELIEF: The Plaintiff requests that Defendant(s) be cited to appear in this matter as required by law; Plaintiff further requests that the Defendant(s) be adjudged guilty of forcible detainer and Plaintiff recover possession of the premises. Plaintiff further requests to recover of Defendant(s) his damages and costs, and other such relief as Plaintiff may be entitled.

Signature: _____ Printed Name: _____

Check one: ☐ Plaintiff ☐ Plaintiff's Agent ☐ Attorney Bar Number: _____

Mailing Address: _____ City, State, Zip _____

Phone No. _____ Fax No. _____

☐ Plaintiff consents to e-mail service of the answer and any other motions or pleadings at _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public/ Appointed Clerk of Court

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT 4, PLACE 1
	§	
_____	§	
DEFENDANT	§	BRAZORIA COUNTY, TEXAS

VERIFICATION OF COMPLIANCE
WITH SECTIONS 4023 AND 4024 OF THE CARES ACT

My name
is: _____.

First *Middle* *Last*

I am (check one) ☒ the Plaintiff or ☐ an authorized agent of the Plaintiff in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

1. Verification:

a. Plaintiff is seeking to recover possession of the following property:

Name of Apartment Complex (if any)

Street Address & Unit No. (if any) *City* *County* *State* *ZIP*

b. I verify that this property (select the one that applies): ☐ is ☐ is not a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows:

(Please identify whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact.)

(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

c. I verify that plaintiff (select the one that applies): ☐ is ☐ is not a "multifamily borrower" currently under forbearance under Section 4023 of the CARES Act.

d. I verify that plaintiff (select the one that applies):

- ☐ **has** provided the defendant with 30 days' notice to vacate as required under Section 4024(c) and 4023(e) of the CARES Act.
- ☐ **has not** provided the 30 days' notice, because the property is not a "covered dwelling."

2. Declaration or Notary: Complete only one of the two following sections:

a. **Declaration:** I declare under penalty of perjury that everything in this verification is true and correct. My name is

First Middle Last

My birthdate is: ____/____/____
Month Day Year

My address is:

Street Address & Unit No. (if any) City County State ZIP

Signed on ____/____/____ in _____ County, Texas.
Month Day Year

Your Signature

OR

b. **Notary:** I declare under penalty of perjury that everything in this verification is true and correct

Your Printed Name

Your Signature (*sign only before a notary*)

Sworn to and subscribed before me this _____ day of _____, 20_____.

CLERK OF THE COURT OR NOTARY

CARES Act
Public Law 116-136

SEC. 4023. FORBEARANCE OF RESIDENTIAL MORTGAGE LOAN PAYMENTS FOR MULTIFAMILY PROPERTIES WITH FEDERALLY BACKED LOANS.

(a) **IN GENERAL.**—During the covered period, a multifamily borrower with a Federally backed multifamily mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID-19 emergency may request a forbearance under the terms set forth in this section.

(b) **REQUEST FOR RELIEF.**—A multifamily borrower with a Federally backed multifamily mortgage loan that was current on its payments as of February 1, 2020, may submit an oral or written request for forbearance under subsection (a) to the borrower's servicer affirming that the multifamily borrower is experiencing a financial hardship during the COVID-19 emergency.

(c) **FORBEARANCE PERIOD.**—

(1) **IN GENERAL.**—Upon receipt of an oral or written request for forbearance from a multifamily borrower, a servicer shall—

(A) document the financial hardship;

(B) provide the forbearance for up to 30 days; and

(C) extend the forbearance for up to 2 additional 30 day periods upon the request of the borrower provided that, the borrower's request for an extension is made during the covered period, and, at least 15 days prior to the end of the forbearance period described under subparagraph (B).

(2) **RIGHT TO DISCONTINUE.**—A multifamily borrower shall have the option to discontinue the forbearance at any time.

(d) **RENTER PROTECTIONS DURING FORBEARANCE PERIOD.**—A multifamily borrower that receives a forbearance under this section may not, for the duration of the forbearance—

(1) evict or initiate the eviction of a tenant from a dwelling unit located in or on the applicable property solely for nonpayment of rent or other fees or charges; or

(2) charge any late fees, penalties, or other charges to a tenant described in paragraph (1) for late payment of rent.

(e) **NOTICE.**—A multifamily borrower that receives a forbearance under this section—

(1) may not require a tenant to vacate a dwelling unit located in or on the applicable property before the date that is 30 days after the date on which the borrower provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the forbearance.

(f) **DEFINITIONS.**—In this section:

(1) **APPLICABLE PROPERTY.**—The term “applicable property”, with respect to a Federally backed multifamily mortgage loan, means the residential multifamily property against which the mortgage loan is secured by a lien.

(2) **FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.**—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(3) **MULTIFAMILY BORROWER.**—the term “multifamily borrower” means a borrower of a residential mortgage loan that is secured by a lien against a property comprising 5 or more dwelling units.

(4) **COVID-19 EMERGENCY.**—The term “COVID-19 emergency” means the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act ([50 U.S.C. 1601](#) et seq.).

(5) **COVERED PERIOD.**—The term “covered period” means the period beginning on the date of enactment of this Act and ending on the sooner of—

(A) the termination date of the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act ([50 U.S.C. 1601](#) et seq.); or

(B) December 31, 2020.

Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.

(a) **DEFINITIONS.**—In this section:

(1) **COVERED DWELLING.**— The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and

(B) is on or in a covered property.

(2) **COVERED PROPERTY.**—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 ([34 U.S.C. 12491\(a\)](#))); or

- (ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or
- (B) has a—
 - (i) Federally backed mortgage loan; or (ii) Federally backed multifamily mortgage loan.
- (3) DWELLING.—The term “dwelling”—
 - (A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and (B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).
- (4) FEDERALLY BACKED MORTGAGE LOAN.—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that —
 - (A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and
 - (B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- (5) FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—
 - (A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and
 - (B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- (b) MORATORIUM.—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not—
 - (1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or
 - (2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.
- (c) NOTICE.—The lessor of a covered dwelling unit—
 - (1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and
 - (2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

Servicemen's Civil Relief Act (SCRA)

The One Hundred Eighth Congress of the United States of America amended The Soldiers' and Sailor's Civil Relief Act of 1940 to the "Servicemembers Civil Relief Act" or "SCRA". The full text can be found in H.R. 100, Public Law 108-189.

Some time before taking a default judgment, the **PLAINTIFF** MUST PROVIDE THE Court with an affidavit stating plaintiff's knowledge of the military status of the defendant. The Court *shall* require the filing of the affidavit. [Sec. 201 (b)(1)].

If the military status cannot be determined by information in the affidavit, the Court may require the plaintiff to file a bond in the amount approved by the Court to indemnify the defendant for any damage or loss incurred should the judgment be set aside later. [Sec.20 (b)(3)].

Docket No. _____

I am the ☐ Plaintiff ☐ Attorney ☐ Agent of record for the plaintiff in this proceeding:

Plaintiff being duly sworn on oath deposes and says that: (affidavit [Sec. 201(b)])

☐ The defendant is **NOT** on active duty in the military or in a foreign country on military service.

I know this because: _____

☐ The defendant is **ON** active military duty and/or is subject to the Servicemembers Relief Act of 2003.

I know this because: _____

☐ The plaintiff is unable to determine if the defendant is in the United States military service.

☐ The defendant has waived his rights under the Servicemembers Civil Relief Act of 2003.

PLAINTIFF

(Select the applicable title or the jurat below)

Subscribed and sworn to before me on this the _____ day of _____ 20 _____

Notary Public in and for the State of Texas or
Clerk of the Justice Court

Penalty for making or using false affidavit: a person who makes or uses an affidavit knowing it to be false, shall be fined as provided in the title 18 United States Code, or imprisoned for not more than one year, or both. [Sec. 201 (b)(4)].



Constable James Brawner
Brazoria County Precinct 4
3633 County Road 58, Manvel, Texas 77578
Main Office: 979-345-2115 FAX: 979-345-6434



In order to expedite service, please **provide as much information** as possible.
Please use additional pages for multiple defendants.

DEFENDANT Information (the Person Being Served)-PLEASE PRINT CLEARLY						
Full Name _____ <small>First Middle Last</small>					Nickname(s)	
Date of Birth		Drivers Lic. State & #		Soc. Sec. #		
Contact Phone #		Work Contact #		Other Contact #		
Place of Employment & Address						
Service Address (Physical location to deliver papers to the Defendant) <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> OTHER						
Number & Street or County Rd.#		City		Zip Code		
Vehicle Information	Color	Year	Make	Model	License Plate	State
DEFENDANT'S DESCRIPTION- PLEASE PRINT CLEARLY						
Sex Male Female	Race		Hair Color	Eye Color	Height	Weight
Other Identifying Features: (glasses, tattoos, scars, facial hair, etc.)						
Important Info about the Defendant or Location of Service (known to be violent, owns weapons, mentally or physically ill, dog in yard, lock on gate, etc.)						
The best time to serve the Defendant is <input type="checkbox"/> MORNING <input type="checkbox"/> AFTERNOON <input type="checkbox"/> EVENING						
between ____:____ A.M. / P.M. and ____:____ A.M. / P.M. Other: _____						
How may we contact YOU (the PLAINTIFF)?- PLEASE PRINT CLEARLY						
Your Name	Contact Phone #	Other Contact Phone #		Your Address		
Any other information you would like to add:						

COURT NOTIFICATION TO PARTIES ON TEXAS EVICTION DIVERSION PROGRAM (TEDP)

A program called the Texas Eviction Diversion Program has been created that may be helpful to both parties in eviction cases where the eviction is for nonpayment of rent. There are certain eligibility requirements, including that neither the landlord nor the tenant are receiving federal housing assistance, that the tenant's household income is 200% or less of the poverty level, and that the tenant's ability to pay rent has been impacted by Covid. TDHCA will ultimately determine if the case is eligible, and can also assist with referring cases not eligible for this program to other sources of rental assistance.

If your case is eligible for the program, rental assistance will be provided for up to six months of back or future rent. This benefits both parties. The landlord will receive rental payments that they are otherwise not receiving. The tenant gets the benefit of staying in the residence and avoiding months of rent becoming due all at once when the current pause on nonpayment evictions ends. Also, eviction case records are confidential if participating in the program, which can be very beneficial in securing future housing.

If both parties agree to participate, the court will pause this case for 60 days. If the program does not work to resolve the issue, the landlord may request in writing to resume the case, including sending a copy of that request to the tenant. The court will then issue a written order resuming the case as long as there is not a moratorium order in effect at that time that requires the court to keep the case paused. If there is a moratorium in effect at that time, the eviction case will resume once the moratorium no longer applies.

If no request is made to resume the case within the 60 day period, the case will be dismissed and the records will remain confidential.

For more information on the program, please see <http://txcourts.gov/programs-services/eviction-diversion-program/>, including the informational brochure, and <https://www.tdhca.state.tx.us/TEDP.htm>.



STATE OF TEXAS EVICTION DIVERSION PROGRAM



The Texas Eviction Diversion Program (TEDP) helps Texas tenants stay in their homes and provides landlords an alternative to eviction. The TEDP may provide up to six months of rental assistance for eligible tenants who are behind on their rent due to the COVID-19 pandemic and have been sued for eviction. Both the tenant and the landlord must agree to participate and meet the requirements in the chart below. This temporary program is a unique partnership between the Supreme Court of Texas, Texas Office of Court Administration, and the Texas Department of Housing and Community Affairs (TDHCA).

- Assistance can be used to pay the full contracted rent that is past due (up to five months), and the remainder may be used to pay for subsequent months of assistance (up to a total of six months).
- The TEDP uses a special court process that allows courts to put eviction lawsuits on hold and divert them to the TEDP. Under the TEDP, lump sum payments are provided to landlords for rental arrears in exchange for allowing tenants to remain in their homes and forgiving late fees. Diverted cases will be dismissed and made confidential from public disclosure.

LANDLORD / UNIT	TENANT / HOUSEHOLD
Eligibility Requirements: <ul style="list-style-type: none"> ☛ Assistance for rent no older than April 2020 ☛ Rent for the household assisted may not exceed the TDHCA maximum limits (limits available by zip code at http://www.tdhca.state.tx.us/TEDP.htm) ☛ Must have a bank account and accept direct deposit ☛ Units that are already receiving project-based assistance or are public housing units are INELIGIBLE ☛ Units owned by a unit of government may be ineligible 	Eligibility Requirements: <ul style="list-style-type: none"> ☛ Household income at or below 200% of poverty or 80% of Area Median Income* ☛ Household has been financially affected by the COVID-19 pandemic ☛ Tenants are INELIGIBLE if they are receiving tenant-based voucher assistance, are in a unit receiving project-based assistance, or are in public housing
Documents Needed: <ul style="list-style-type: none"> ☛ Copy of the executed lease with the tenant, or if no written lease, required certification proving tenancy ☛ Documentation of Missed Payments (ledger, etc.) ☛ IRS W-9 ☛ Landlord TEDP form completed ☛ Landlord TEDP certification completed 	Documents Needed: <ul style="list-style-type: none"> ☛ Personal ID ☛ If no written lease, evidence of unit tenancy ☛ Income: evidence of eligibility under other qualified program** OR income evidence for past 30 days ☛ Tenant TEDP form completed ☛ Tenant TEDP certification completed
You Will Be Required to Certify that You: <ul style="list-style-type: none"> ☛ Will waive late fees, penalties, and not pass court costs to the tenant ☛ Have not received assistance from another program for the same months of rent for this client and will not apply in the future for the covered months ☛ Will release the tenant from payment liability for this time period, waive all claims raised in the eviction case, and not evict the tenant for the period covered by TEDP ☛ Will reimburse the TEDP within 10 business days if you receive rent payment for this same time period ☛ If no written lease, will certify the lease term, rent amount, and be able to provide proof of tenancy 	You Will Be Required to Certify that: <ul style="list-style-type: none"> ☛ Your household has been economically impacted by the COVID-19 pandemic ☛ You have not received rental assistance for the same months of rent and will not seek such assistance in the future for the covered months ☛ You have not previously received rental assistance funded with CDBG CARES funds that, together with this assistance, will exceed 6 months in total ☛ If no written lease, must certify lease term, rent amount, and ability to provide proof of tenancy

Who Can Help Me Access the Program?

COURT	PROGRAM
Go to: www.txcourts.gov/eviction-diversion/ Call: 855-270-7655 (Texas Legal Service Ctr.)	Go to: http://www.tdhca.state.tx.us/TEDP.htm Call: 800-525-0657 or 512-475-3800 (pick option 4)

* TEDP is only available in select areas of the state initially. During that time eligibility is based on a household income below 200% of poverty:

Household Size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
200% Poverty	\$25,520	\$34,480	\$43,440	\$52,400	\$61,360	\$70,320	\$79,280	\$88,240

For households with more than 8 persons, add \$8,960 for each additional person.

** You are considered eligible, and need no other documentation, if you have evidence that you: 1) are currently receiving assistance under SNAP, SSI, LIHEAP, or Medicaid; OR 2) if you are living in a qualifying rent-restricted property and have evidence of an income certification from that property dated on or after March 31, 2020, and within 12 months of the application for assistance, and self-certify that your income remains below the limit. In some circumstances the TEDP administrator may allow self-certification of income, but the tenant must still be able to demonstrate evidence upon request.